

Thomas J. Leonard
BOONE KARLBERG P.C.
201 W. Main St., Ste. 300
P.O. Box 9199
Missoula, MT 59807-9199
Telephone: (406) 543-6646
tleonard@boonekarlberg.com
Attorneys for Defendant Experian Information Solutions, Inc.

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MONTANA
MISSOULA DIVISION**

JOSEPH ROBINSON and JENNIFER ROBINSON,

Plaintiffs,

v.

EXPERIAN INFORMATION SOLUTIONS; TRANSUNION LLC; EQUIFAX INFORMATION SERVICES LLC; ROCKY MOUNTAIN RECOVERY SYSTEMS, Inc.; and JOHN DOES 1-10,

Defendants.

Case No. 9:25-cv-00012-KLD

DEFENDANT EXPERIAN INFORMATION SOLUTIONS, INC.'S ANSWER TO COMPLAINT AND DEMAND FOR JURY TRIAL

COMES NOW Defendant Experian Information Solutions, Inc.

(“Experian”), by and through its undersigned counsel, and answers Plaintiffs Joseph Robinson and Jennifer Robinson’s (“Plaintiffs”) Complaint (the “Complaint”) as follows:

PARTIES

1. In response to Paragraph 1 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

2. In response to Paragraph 2 of the Complaint, Experian admits that it is qualified to do business and conducts business in the State of Montana. Except as specifically admitted, Experian denies, generally and specifically, each and every remaining allegation contained therein.

3. In response to Paragraph 3 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

4. In response to Paragraph 4 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

5. In response to Paragraph 5 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the

allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

VENUE AND JURISDICTION

6. In response to Paragraph 6 of the Complaint, Experian admits that it, TransUnion, and Equifax, are consumer reporting agencies as defined by 15 U.S.C. § 1681a(f). Experian further admits that Plaintiffs have alleged jurisdiction is proper pursuant to the Fair Credit Reporting Act (FCRA), 15 U.S.C. § 1681p and 28 U.S.C. § 1331. Experian states that this is a legal conclusion which is not subject to admission or denial. Experian denies that it has violated the FCRA and denies that it is liable to Plaintiffs for any alleged damages. As to the allegations in Paragraph 6 of the Complaint that relate to the liability of the other defendants, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein. As to the remaining allegations in Paragraph 6 of the Complaint that relate to Experian, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

7. In response to Paragraph 7 of the Complaint, Experian states that Plaintiffs have alleged that venue is proper in the Missoula Division. Experian

states that this is a legal conclusion which is not subject to admission or denial. Experian admits that it is qualified to do business and conducts business in the State of Montana. As to the allegations in Paragraph 7 of the Complaint that relate to the other defendants, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

FACTS

8. In response to Paragraph 8 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

9. In response to Paragraph 9 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

10. In response to Paragraph 10 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

11. In response to Paragraph 11 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

12. In response to Paragraph 12 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

13. In response to Paragraph 13 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

14. In response to Paragraph 14 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

15. In response to Paragraph 15 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

16. In response to Paragraph 16 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

17. In response to Paragraph 17 of the Complaint, Experian denies that it has violated the FCRA and denies that it is liable to Plaintiffs for any alleged damages. As to the remaining allegations in Paragraph 17 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

18. In response to Paragraph 18 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

19. In response to Paragraph 19 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

20. In response to Paragraph 20 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the

allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

21. In response to Paragraph 21 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

22. In response to Paragraph 22 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

23. In response to Paragraph 23 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

24. In response to Paragraph 24 of the Complaint, Experian denies that it has violated the FCRA and denies that it is liable to Plaintiffs for any alleged damages. As to the remaining allegations in Paragraph 24 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

25. In response to Paragraph 25 of the Complaint, Experian denies, generally and specifically, each and every allegation contained therein that relates to Experian. As to the allegations in Paragraph 25 of the Complaint that relate to the other defendants, Experian is without knowledge or information sufficient to form a belief as to the truth of those allegations and, on that basis, denies generally and specifically, each and every allegation contained therein.

26. In response to Paragraph 26 of the Complaint, Experian denies, generally and specifically, each and every allegation contained therein that relates to Experian. As to the allegations in Paragraph 26 of the Complaint that relate to the other defendants, Experian is without knowledge or information sufficient to form a belief as to the truth of those allegations and, on that basis, denies generally and specifically, each and every allegation contained therein.

27. In response to Paragraph 27 of the Complaint, Experian denies, generally and specifically, each and every allegation contained therein that relates to Experian. As to the allegations in Paragraph 27 of the Complaint that relate to the other defendants, Experian is without knowledge or information sufficient to form a belief as to the truth of those allegations and, on that basis, denies generally and specifically, each and every allegation contained therein.

CAUSES OF ACTION RMSR

Count One – Montana Consumer Protection Act

28. In response to Paragraph 28 of the Complaint, Experian incorporates by reference its answers to Paragraphs 1 through 27 above, as though fully set forth herein.

29. In response to Paragraph 29 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of those allegations and, on that basis, denies generally and specifically, each and every allegation contained therein.

30. In response to Paragraph 30 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of those allegations and, on that basis, denies generally and specifically, each and every allegation contained therein.

31. In response to Paragraph 31 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of those allegations and, on that basis, denies generally and specifically, each and every allegation contained therein.

32. In response to Paragraph 32 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of those

allegations and, on that basis, denies generally and specifically, each and every allegation contained therein.

33. In response to Paragraph 33 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of those allegations and, on that basis, denies generally and specifically, each and every allegation contained therein.

Count Two – Negligent and/or Willful Violations of the Fair Credit Reporting Act

34. In response to Paragraph 34 of the Complaint, Experian incorporates by reference its answers to Paragraphs 1 through 33 above, as though fully set forth herein.

35. In response to Paragraph 35 of the Complaint, Experian admits that the allegations contained therein appear to set forth a portion of the FCRA. Experian affirmatively states that the FCRA speaks for itself and, on that basis, denies any allegations of Paragraph 35 inconsistent therewith.

36. In response to Paragraph 36 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of those allegations and, on that basis, denies generally and specifically, each and every allegation contained therein.

37. In response to Paragraph 37 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of those

allegations and, on that basis, denies generally and specifically, each and every allegation contained therein.

**CAUSES OF ACTION AGAINST EXPERIAN,
TRANSUNION AND EQUIFAX**

Count Three – Violations of the Fair Credit Reporting Act

38. In response to Paragraph 38 of the Complaint, Experian incorporates by reference its answers to Paragraphs 1 through 38 above, as though fully set forth herein.

39. In response to Paragraph 39 of the Complaint, Experian denies, generally and specifically, each and every allegation contained therein that relates to Experian. As to the allegations in Paragraph 39 of the Complaint that relate to the other defendants, Experian is without knowledge or information sufficient to form a belief as to the truth of those allegations and, on that basis, denies generally and specifically, each and every allegation contained therein.

40. In response to Paragraph 40 of the Complaint, Experian denies, generally and specifically, each and every allegation contained therein that relates to Experian. As to the allegations in Paragraph 40 of the Complaint that relate to the other defendants, Experian is without knowledge or information sufficient to form a belief as to the truth of those allegations and, on that basis, denies generally and specifically, each and every allegation contained therein.

41. In response to Paragraph 41 of the Complaint, Experian denies, generally and specifically, each and every allegation contained therein that relates to Experian. As to the allegations in Paragraph 41 of the Complaint that relate to the other defendants, Experian is without knowledge or information sufficient to form a belief as to the truth of those allegations and, on that basis, denies generally and specifically, each and every allegation contained therein.

42. In response to Paragraph 42 of the Complaint, Experian denies, generally and specifically, each and every allegation contained therein that relates to Experian. As to the allegations in Paragraph 42 of the Complaint that relate to the other defendants, Experian is without knowledge or information sufficient to form a belief as to the truth of those allegations and, on that basis, denies generally and specifically, each and every allegation contained therein.

43. In response to Paragraph 43 of the Complaint, Experian denies, generally and specifically, each and every allegation contained therein that relates to Experian. As to the allegations in Paragraph 43 of the Complaint that relate to the other defendants, Experian is without knowledge or information sufficient to form a belief as to the truth of those allegations and, on that basis, denies generally and specifically, each and every allegation contained therein.

CAUSES OF ACTION AGAINST ALL DEFENDANTS

Count Four – Punitive Damages

44. In response to Paragraph 44 of the Complaint, Experian incorporates by reference its answers to Paragraphs 1 through 43 above, as though fully set forth herein.

45. In response to Paragraph 45 of the Complaint, Experian denies, generally and specifically, each and every allegation contained therein that relates to Experian. As to the allegations in Paragraph 45 of the Complaint that relate to the other defendants, Experian is without knowledge or information sufficient to form a belief as to the truth of those allegations and, on that basis, denies generally and specifically, each and every allegation contained therein.

46. In response to Paragraph 46 of the Complaint, Experian denies, generally and specifically, each and every allegation contained therein that relates to Experian. As to the allegations in Paragraph 46 of the Complaint that relate to the other defendants, Experian is without knowledge or information sufficient to form a belief as to the truth of those allegations and, on that basis, denies generally and specifically, each and every allegation contained therein.

RESPONSE TO PRAYER FOR RELIEF

Experian denies that Plaintiffs are entitled to any damages against Experian as set forth in her prayer for relief.

RESPONSE TO DEMAND FOR JURY TRIAL

In response to Plaintiffs' demand for jury trial, Experian admits that Plaintiffs have demanded trial by jury on all issues triable.

AFFIRMATIVE DEFENSES

In further response to Plaintiffs' Complaint, Experian hereby asserts the following affirmative defenses, without conceding that it bears the burden of persuasion as to any of them.

FIRST AFFIRMATIVE DEFENSE

The Complaint herein, and each cause of action thereof, fails to set forth facts sufficient to state a claim upon which relief may be granted against Experian and further fails to state facts sufficient to entitle Plaintiffs to the relief sought, or any other relief whatsoever from Experian.

SECOND AFFIRMATIVE DEFENSE

Plaintiffs' claims against Experian are barred by the qualified immunity of 15 U.S.C. § 1681h(e).

THIRD AFFIRMATIVE DEFENSE

Plaintiffs' claims against Experian are barred because all information Experian communicated to any third person regarding Plaintiffs were true.

FOURTH AFFIRMATIVE DEFENSE

Experian is informed and believes and thereon alleges that any purported damages allegedly suffered by Plaintiffs were the result of the acts or omissions of third persons over whom Experian had neither control nor responsibility.

FIFTH AFFIRMATIVE DEFENSE

Plaintiffs have failed to mitigate their damages.

SIXTH AFFIRMATIVE DEFENSE

The Complaint and each claim for relief therein is barred by the doctrine of laches.

SEVENTH AFFIRMATIVE DEFENSE

Experian is informed and believes and thereon alleges that any alleged damages sustained by Plaintiffs were, at least in part, caused by the actions of Plaintiffs themselves and/or third parties and resulted from Plaintiffs' or third parties' own negligence which equaled or exceeded any alleged negligence or wrongdoing by Experian.

EIGHTH AFFIRMATIVE DEFENSE

Any damages which Plaintiffs may have suffered, which Experian continues to deny, was the direct and proximate result of the conduct of Plaintiffs. Therefore, Plaintiffs are estopped and barred from recovery of any damages.

NINTH AFFIRMATIVE DEFENSE

Experian is informed and believes and thereon alleges that all claims for relief in the Complaint herein are barred by the statute of limitations, including but not limited to 15 U.S.C. § 1681p.

TENTH AFFIRMATIVE DEFENSE

Plaintiffs' Complaint does not allege facts sufficient to rise to the level of conduct required to recover punitive damages, and thus all requests for punitive damages are improper.

ELEVENTH AFFIRMATIVE DEFENSE

The Complaint, and each claim for relief therein that seeks equitable relief, is barred by the doctrine of unclean hands.

TWELFTH AFFIRMATIVE DEFENSE

Experian alleges upon information and belief that if Plaintiffs sustained any of the injuries alleged in the Complaint, there was an intervening, superseding cause and/or causes leading to such alleged injuries and, as such, any action on the part of Experian was not a proximate cause of the alleged injuries.

THIRTEENTH AFFIRMATIVE DEFENSE

Experian alleges on information and belief that Plaintiffs' claims may be the subject of an arbitration agreement between Plaintiffs and Experian.

Experian hereby gives notice that it intends to rely on any additional affirmative defenses that become available or apparent through discovery and/or the factual development in this case or otherwise, and thus reserves the right to amend its answer to assert such additional defenses.

PRAYER FOR RELIEF

WHEREFORE, Defendant Experian Information Solutions, Inc. prays as follows:

- (1) That Plaintiffs take nothing by virtue of the Complaint herein and that this action be dismissed in its entirety;
- (2) For costs of suit and attorneys' fees herein incurred; and
- (3) For such other and further relief as the Court may deem just and proper.

DATED: February 13, 2025

BOONE KARLBERG P.C.

/s/Thomas J. Leonard

Thomas J. Leonard

Attorneys for Defendant Experian Information Solutions, Inc.